

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

SEP 15 2021

FILED

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE MATTER OF:

VIREN PATEL, D.O.  
License No. DO0883,

Respondent.

Case Nos. AD2010002

SETTLEMENT AGREEMENT AND  
ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Carla Perlotto, Ph.D hereby enters into this settlement agreement with Viren Patel, D.O. (License No. DO0883). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

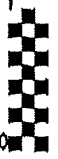
PERTINENT FACTS

1. On August 29, 1998, Dr. Viren Patel became licensed by the Board to practice as an osteopathic physician in Nevada (License No. DO0883), and his license was and is active and good standing throughout all times pertinent to this matter. Dr. Patel's present practice address of record with the Board is Rancho Internal Medicine, 7010 Smoke Ranch Road #120, Las Vegas, Nevada 89118. Dr. Patel is certified in the specialty of Internal Medicine.

2. On October 15, 2020, as part of his online application to renew his license as an osteopathic physician, Dr. Patel answered the application's question about whether he had been arrested or charged with a crime by answering positively and by explaining that he had been arrested on April 24, 2020 for domestic battery. This was the first time that Dr. Patel had disclosed this arrest to the Board's office.

3. NRS 633.511(1)(g) makes it a cause for disciplinary action for an osteopathic physician to fail to report in writing within 30 days an arrest by, among others, local law enforcement. Therefore, Dr. Patel's reporting of his April 24, 2020 domestic battery arrest on October 15, 2020 was five months too late.

Nevada State Board of Osteopathic Medicine  
2275 Corporate Circle, Suite 210 - Henderson, NV 89074  
(702) 732-2147



1 4. As a result of the failure timely to report the domestic battery arrest, the Board's staff  
2 researched Dr. Patel's history with failures to report similar incidents about which reporting is  
3 mandatory, and the Board's records showed the following:

<u>Year</u>	<u>Reporting Failure</u>	<u>Board Action</u>
2009	Failure to timely report seven civil actions (NRS 633.527)	\$6,000 non-disciplinary fine (NOTE: because first offense, resolution was structured as non-disciplinary)
2011	Failure to time report civil action (NRS 633.527)	Letter of Concern
2013	Failure to report hospital privileges action (NRS 633.527)	Settlement Agreement (\$939 fees and costs, \$1,000 fine, psychiatric evaluation)
2013	Failure to timely report civil action or to report it on renewal application (NRS 633.527)	Letter of Concern
2018	Failure to report hospital privileges action (NRS 633.527)	Letter of Concern

16 5. Because of Dr. Patel's extensive history of failing to timely report various matters about  
17 which timely reporting is mandatory, the Investigating Board Member now seeks discipline in the  
18 instant matter.

19 **ACKNOWLEDGMENTS AND APPLICABLE LAW**

20 6. Dr. Patel admits that the facts contained in the preceding five paragraphs are true and correct,  
21 and Dr. Patel understands and acknowledges that the conduct set out in the preceding five paragraphs  
22 constitute violations of Nevada law and that agrees that he is subject to disciplinary action by the Board  
23 as a result of that conduct. In particular, Dr. Patel agrees that the facts contained in the preceding five  
24 paragraphs constitute violations of Nevada Revised Statutes (NRS) 633.511(1) as unprofessional  
25 conduct as further defined in NRS 633.131(1)(g). Because of these admissions, the Board will not file  
26 an Accusation in this matter and the parties agree, instead, that the Board should rule upon this  
27 Settlement Agreement and Order as containing all necessary elements of due process to authorize the  
28

1 Board to take such action. If the Board approves this Settlement Agreement and Order, it shall be  
2 deemed and considered disciplinary action by the Board against Dr. Patel.

3 7. Dr. Patel and Dr. Perlotto, the Investigating Board Member in this matter, agree that it is in  
4 the best interests of Dr. Patel and the Board to resolve this matter without a full hearing on the merits.

5 8. Dr. Patel is aware of, understands, and has been advised of the effect of this Settlement  
6 Agreement, which he has carefully read and fully acknowledged. Dr. Patel acknowledges that he  
7 reviewed this Settlement Agreement and that he was provided the opportunity to review this Settlement  
8 Agreement with legal counsel of his own choice, which Dr. Patel declined to do.

9 9. Dr. Patel has freely and voluntarily entered into the Settlement Agreement, and he is aware  
10 of his rights to contest the charges pending against him. These rights include representation by an  
11 attorney at his own expense, the right to a public hearing on any charges or allegations formally filed,  
12 the right to confront and cross-examine witnesses called to testify against him, the right to present  
13 evidence on his own behalf, the right to testify on his own behalf, the right to obtain any other type of  
14 formal judicial review of this matter, and any other rights which may be accorded to him pursuant the  
15 provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Patel is voluntarily  
16 waiving all these rights in exchange for the Board's acceptance of this Settlement Agreement.

17 10. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation to  
18 and consideration by the Board of such proposed Settlement Agreement or other documents or matters  
19 pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally prejudice the  
20 Board or any of its members from further participation, consideration, adjudication, or resolution of  
21 these proceedings and that no Board member shall be disqualified or challenged for bias.

22 11. Dr. Patel for himself, his executors, administrators, successors, and assigns hereby releases  
23 and forever discharges and holds harmless the State of Nevada, the Nevada Board of Osteopathic  
24 Medicine and each of their members, agents, investigators and employees in their individual and  
25 representative capacities, from any and all manner of actions, causes of action, suit, debts, judgments,  
26 executions, claims and demands whatsoever, known and unknown, in law or equity, that Licensee ever  
27 had, now has, may have or claim to have against any or all of the persons or entities named in this  
28

1 paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement  
2 agreement or its administration.

3 12. In consideration for the execution of the Settlement Agreement, Dr. Patel hereby releases  
4 and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada  
5 Attorney General's Office (as counsel for the Board), and each of their representatives, investigators,  
6 and employees, in their individual and representative capacity from any and all manner of actions,  
7 causes of actions, suits, debts, judgments, executions, claims and demands whatsoever, known or  
8 unknown, in law and in equity, that he may have had, now has, or claim to have against any and all of  
9 the persons and entities named in this paragraph arising out of or by reason of the investigation of the  
10 allegations raised herein and other matters relating thereto.

11 13. Dr. Patel acknowledges that the Settlement Agreement shall only become effective after  
12 both the Board and he have duly executed it.

13 14. Dr. Patel enters into this settlement agreement voluntarily after being fully advised of his  
14 rights and as to the consequences of this settlement agreement. This settlement agreement embodies  
15 the entire agreement reached between the Board and Dr. Patel. It may not be altered, amended, or  
16 modified without the express consent of the parties.

17 15. Both parties acknowledge that the Board has jurisdiction to consider and ratify this  
18 Settlement Agreement and order because Dr. Patel is an osteopathic physician licensed by the Board.  
19 Dr. Patel expressly, knowingly, and intentionally waives the 21-day notice requirement contained in the  
20 Nevada Open Meeting Law and acknowledges that this Settlement Agreement and Order may be  
21 presented to the Board for its consideration and potential ratification at the Board's meeting on  
22 September 14, 2021.

23 **AGREED DISCIPLINARY ACTION**

24 THE PARTIES DO HEREBY AGREE as a result of the admissions and acknowledgements  
25 contained in paragraphs 1 through 15 above that the following discipline is fair and appropriate and  
26 should be imposed by the Board by way of resolution of this matter:

27 1. Dr. Patel shall pay the Board's fees and costs in the investigation and prosecution of this  
28 matter totaling \$495.00, payable by credit card, cashier's or certified check, or money order made

Nevada State Board of Osteopathic Medicine  
2175 Corporate Circle, Suite 210 - Henderson, NV 89074  
(702) 732-2147

1 payable to: "Nevada State Board of Osteopathic Medicine." Payment shall be due within 90 days of the  
2 effective date of this Settlement Agreement and Order, but if Dr. Patel cannot make payment in full by  
3 that time, he may make payment arrangements with and as are acceptable to the Board's Executive  
4 Director,

5 2. Dr. Patel shall pay a fine of \$5,000.00 in this matter, payable by credit card, cashier's or  
6 certified check or money order made payable to: "Nevada State Board of Osteopathic Medicine."  
7 Payment shall be due within 90 days of the effective date of this Settlement Agreement and Order, but  
8 if Dr. Patel cannot make payment in full by that time, he may make payment arrangements with and as  
9 are acceptable to the Board's Executive Director. The parties further agree that all future violations of  
10 failures to timely report mandatory matters shall each result in discipline and that the fine for each  
11 proven failure to report shall be \$5,000.00 and may also result in suspension or revocation of his  
12 license.

13 3. In the event Dr. Patel fails to materially comply with any term of this Settlement Agreement,  
14 Dr. Patel agrees his license in the State of Nevada shall be automatically suspended without any action  
15 of the Board other than the issuance of an Order of Suspension by the Executive Director. Upon  
16 complying with the terms, Dr. Patel's license in the State of Nevada will be automatically reinstated,  
17 assuming all other provisions of the Settlement Agreement are in compliance. Additionally, Dr. Patel's  
18 failure to comply with any term or condition of this Settlement Agreement may result in further  
19 discipline by the Board, up to and potentially including revocation of her license. Board Staff may take  
20 any and all actions it deems necessary to collect any sums ordered that remain unpaid. If Board Staff is  
21 required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney's  
22 fees and costs incurred in pursuing such judicial action.

23  
24 Signed this 23 day of August, 2021.

25 Respondent Viren Patel, D.O.

Nevada State Board of Osteopathic Medicine

26  
27 By   
28 Viren Patel, D.O., Respondent

By   
Carla Perlotto, Ph.D.  
Investigating Board Member

Nevada State Board of Osteopathic Medicine  
2275 Corporate Circle, Suite 210 • Henderson, NV 89074  
(702) 732-2147

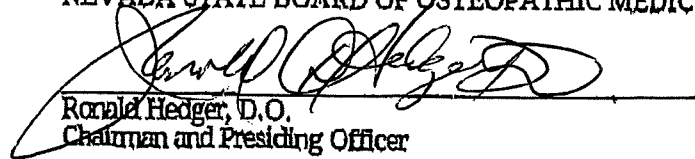
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDER

WHEREAS, on September 14, 2021, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Lonnie Patel, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 14 day of September, 2021.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

  
Ronald Hedger, D.O.  
Chairman and Presiding Officer

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF:

) Case No.: AD2010002

3 VIREN PATEL, D.O.

4 License No. DO0883

5 **RESPONDENT.**

6  
7 **CERTIFICATE OF SERVICE**

8 I hereby certify that on the 15th day of September, 2021, I served a copy of the ABOVE  
9 Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage  
thereon prepaid, at their last known address on file with this Board.

10 Viren Patel, D.O.

11  
12   
13 An employee of the Nevada State Board of  
14 Osteopathic Medicine

15  
16  
17 **NV STATE BOARD OF  
18 OSTEOPATHIC MEDICINE**

19 SEP 15 2021

20  
21 **FILED**

1900

1901